



STATE OF ARKANSAS

DEPARTMENT OF HUMAN SERVICES (DHS)

Division of Medical Services (the Division/Office)

REQUEST FOR PROPOSALS

**# DMS 2010-
09**

for

Campaign for Healthier Families

Date Issued:

March 19, 2010

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DMS 2010-09

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SECTION 1

INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is as follows:

The Arkansas Department of Human Services is seeking a communications company to oversee The Campaign for Healthier Families. The contractor selected as a result of this RFP shall assume responsibility to facilitate the public outreach program associated with the Campaign for Healthier Families. The goal of the statewide campaign is to influence Medicaid consumers to engage in preventive healthcare practices, particularly those in the pregnant women category. The firm selected must coordinate partnerships, design and produce all materials associated with the outreach program and produce measured results.

1.2 Background

The Campaign for Healthier Families looks to address chronic health issues to targeted segments of the Medicaid Consumer population through education and awareness of good health practice. The largest component of this outreach effort is the Healthy Baby Program. Medicaid pays for 25,000 births each year. The Healthy Baby program is designed to reach out to Medicaid eligible pregnant women and influence them to engage in healthy prenatal care.

The campaign has two markets:

1. The Campaign for Healthier Families in the Arkansas market.
2. The Campaign for Healthier Families in the Memphis market. This is a separate group of sponsors and a separate broadcast buy designed to reach Arkansas women in the eastern part of the state and the West Tennessee area.

This is a unique campaign in that it has no predetermined budget. The funding is a blend of public and private dollars. The agency selected for this project will be responsible for guaranteeing the continued flow of private dollars from sponsors that will be used to obtain federal Medicaid matching dollars.

Because DMS is a social services agency with a number of outreach campaigns we have asked broadcasters to give the department at least one commercial of equal value for every commercial for which it pays a full rate. The agency that wins this contract will be expected to negotiate and manage a leveraged campaign.

The sponsors of the campaign have traditionally been hospitals who, in return for their investment, can put their "logo" on the campaign in their home market. In most cases every dollar donated by a sponsor is matched by the DHS Division of Medical Services with one federal Medicaid dollar.

Healthy Baby is currently on the air in Jonesboro, Fort Smith, Fayetteville, Little Rock, and Texarkana. Healthy Baby MidSouth/Memphis campaign airs in that market only. The Campaign airs as an exclusive on one station in

a given market. The theory has been that the exclusivity allows DHS to negotiate greater leverage. As part of the RFP response, DHS would like to see recommendations from the successful bidder on this exclusivity issue. The respondent shall be required to have an office in the State of Arkansas.

The funding consists of sponsor contributions and DHS matching funds. The Arkansas Department of Human Services will commit to match sponsor contributions up to a total of \$700,000 in Medicaid dollars per year.

1.3 Overview of DHS Organization and Operations

DHS is the largest State agency in Arkansas with approximately 7,000 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

Division of Medical Services is one of fourteen Divisions and Offices that comprise DHS. The Divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and DHS.

1.4 Scope of Service

The Arkansas Department of Human Services is seeking a communications company to oversee The Campaign for Healthier Families which includes the Healthy Baby Campaign. This statewide outreach campaign is designed to urge pregnant women to obtain prenatal care. To further impact outcomes for women and their families, the campaign's direction has expanded to a more holistic approach of keeping healthy families and preventing chronic disease among the Medicaid population. The Department will choose different components promoting health throughout the year and will work with the agency to develop each part of the campaign (i.e. Diabetes, Hypertension, Smoking, etc.) During the campaign, the Department may elect to change the Campaign's name to better reflect its overall purpose.

The overall goal of the Healthy Baby Campaign is to encourage pregnant women enrolled in Medicaid and their families to participate in healthy behaviors. More than ever before there is a consensus among healthcare professionals that all health outreach efforts tie together to drive a better overall quality of life for every family. The women targeted by the campaign are from lower socio-economic and educational status. They are women of childbearing age located in all regions of the state.

The campaign distributes 25,000 books in Arkansas and 10,000 books in the Memphis market. The Arkansas Department of Health manages a call in line where the public can call to request a book. Other books are mailed out in response to a card being sent in by a woman requesting the book. These reply cards can be found in brochures located in physician's offices. The Department of Health donates the distribution function. The successful bidder produces the book and delivers in bulk to the Department of Health. Candidates should include recommendations regarding the continuation of the book as it relates to the issue of healthier babies and healthier families.

This contract will be managed by the Arkansas Department of Human Services' Medical Services Division and the DHS Director of Communications. When an outside entity becomes a sponsor of the campaign effort, that entity is entitled to a seat on an Executive Steering Committee that is known as the "Campaign for Healthier Families" coalition. The coalition formally advises DHS and the selected advertising agency, on campaign issues.

The campaign does not have a baseline funding level built in. The Division of Medical Services will match each local dollar raised with federal Medicaid dollar up to a ceiling of \$700,000 Medicaid dollars, for a total of

\$1,400,000. The successful bidder will develop and maintain relationships with the sponsors of the campaign.

The successful bidder will be expected to :

- Create a comprehensive communication plan that directly targets each segment of the intended audience including a specific strategy to reach the minority audience. The plan should also include a strategy to measure which tools are the most effective in reaching each segment and make recommendations using this analysis to DHS throughout the contract year.
- Produce new communication elements on an annual basis as well as manage the rotation of the sponsor logo tags in different markets.
- Produce and Coordinate all public relation activities. Bidders should provide a detailed description of public relations activities that support the campaign's message.
- Produce all not-for-broadcast materials associated with the campaign.
- Carry out fulfillment duties of the prenatal campaign which includes distribution of the "book". The contractor will also track and report data collected on inquiries and book distribution (i.e. how many books, where they were sent and to whom).

1.5 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of July 1, 2010 through June 30, 2011

The contract may be extended for up to six (6) additional years, contingent upon approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

1.6 Anticipated Contract Funding

It is estimated that 50% of the total costs of this program or project will be financed with federal money.

The dollar amount of federal funds for this project or program is estimated to be \$700,000.00.

The percentage of the total costs of the project or program that will be financed by non-governmental sources is estimated to be 50% and the dollar amount that will be financed by non-governmental sources is estimated to be \$700,000.00.

SECTION 2

RFP SCHEDULE OF EVENTS

2.1 RFP Schedule of Events

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

Event	Date
RFP issued	March 19, 2010
Due date and time for letters of intent to propose	March 25, 2010
Due date and time for written questions	4:30 pm, March 26, 2010
Due date for answers to questions	April 5, 2010
Closing date and time for receipt of proposals	11:00 am, April 13, 2010
Date for opening of proposals	2:00 pm, April 13, 2010
Oral presentations (at the discretion of the Division/Office)	April 21, 2010
Completion of proposal evaluation and potential awardee selection	April 23, 2010
Anticipation of Award letter posted	April 26, 2010
Contract start (Subject to State approval)	July 1, 2010

SECTION 3

GENERAL REQUIREMENTS AND INFORMATION

3.1 Issuing Officer

This RFP is issued by the State of Arkansas (the State), Department of Human Services (DHS),
Division of Medical Services (hereinafter referred to as the Division/Office)

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFP until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Rick Spicer, Issuing Officer
DHS/Division of Medical Services
PO Box 1437/Slot S416
Little Rock, AR 72203
Rick.spicer@arkansas.gov

3.1.1 Letter of Intent to Propose

Respondents that intend to submit a proposal in response to this RFP should submit a letter of intent to the Issuing Officer identified in RFP section 3.1. The Issuing Officer must receive the letter of intent no later than the date indicated in **Section 2.1**. The Issuing Officer will accept a copy of the letter of intent sent by FAX or e-mail, but the respondent shall also ensure the Issuing Officer receives the original signed letter within three days of the FAX or e-mail.

3.2 Questions

Respondents with questions about the RFP shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 3.1. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will, by the date specified in Section 2.1, for all written questions received by the due date, post written responses on the internet.

Respondents shall rely only on these written responses as the official answers to questions related to this RFP.

3.3 Proposal Submittal

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

A complete proposal consists of a **Technical Proposal** and a **Cost Proposal**. **These shall be submitted at the same time but the Cost Proposal shall be sealed separately from the Technical Proposal.**

THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT FAILS TO SUBMIT THE TECHNICAL AND COST INFORMATION SEPARATELY, SEALED, AND CLEARLY IDENTIFIED. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.

See Section 4 for Proposal Requirements.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

3.4 Proposal Preparation Costs

All costs for developing the response to this RFP are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP will become the property of the State and will not be returned.

3.5 Opening of Proposals

The Division/Office will publicly open proposals received by the date and time identified in **Section 2.1**. Only the Technical Proposals will be opened at that time. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

Cost Proposals will be opened after evaluation of the Technical Proposals is complete.

3.6 Acceptance of Proposals

All proposals properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP, or cancel this RFP at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

3.7 Rejection of Proposals

The State reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFP that are not acceptable to the State, the proposal may be rejected.

Proposals will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the proposal is made, reviewed, or both.

3.8 Disposition of Proposals

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement process.

If the proposal contains material that is considered by the respondent to be confidential under Arkansas law, the respondent must so designate the material and state the basis for the claim of confidentiality in the Statement of Acknowledgement. In responding to any requests under the Freedom of Information Act for materials so designated, the Department shall review the basis for the claim of confidentiality to determine if the claim of confidentiality appears justified. If there appears to be a valid basis for the claim of confidentiality, the materials will not be released.

If, in the judgment of DHS, there is no valid justification for the claim of confidentiality, the respondent will be notified prior to the release of the information in order to allow the respondent the opportunity to pursue any desired legal remedies.

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFP. Selection or rejection of the proposal shall not affect this right.

3.9 Subcontracting

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office.

Respondents shall certify that they have all the necessary resources to complete the work described in the RFP Scope of Service section. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondents shall not make multiple proposals as the primary contractor under this proposal and as subcontractor in other proposals.

3.10 Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

3.11 Independent Price Determination

Respondent's Cost Proposal (price) shall be arrived at independently without collusion, consultation, communication, or agreement with any other respondent or with any competitor. The respondent shall include a statement in the proposal that the price was arrived at independently without collusion, consultation, communication, or agreement. Should a conflict of interest be detected at any time during the contract, the

contract shall be deemed null and void and the contractor shall assume all costs of the contract until such time that a new contractor is selected.

3.12 Prohibited Solicitation

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3.13 RFP Amendments

The Division/Office reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, amendments, addenda and clarifications will be posted on the internet.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

3.14 Proposal Amendments and Rules of Withdrawal

Prior to the proposal selection date, a respondent may withdraw his/her proposal by submitting a signed, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions, or alterations to the proposals after the proposal due date unless such changes were requested by the Division/Office.

3.15 Respondent's Contact Person

Respondent will provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFP response.

3.16 Anticipation of Award

After complete evaluation of the proposals, the anticipated award will be posted on the DHS website and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The results will be posted for a period of five (5) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement (OSP) reserves the right to waive this policy when it is in the best interests of the State.

3.17 Awarding of Contract

The Division/Office may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria, not necessarily the lowest price. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited

to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

3.18 Notification

Upon completion of the proposal evaluations, DHS will send to all respondents whose proposals were evaluated a notice of final selection.

3.19 Certification Prior to Award

Pursuant to Act 157 of 2007, all respondents must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondents shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html.

3.20 Rules of Procurement

Any actual or prospective respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the Office of State Procurement Director within fourteen calendar days after the respondent knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The Office of State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

3.21 Restriction on Communications with State Staff

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

3.22 Equal Employment Opportunity Policy

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to DHS at the following e-mail address: rick.spicer@arkansas.gov. DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all vendor EEO policies received. The submission by the successful respondent is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies as necessary. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.

3.23 Oral Presentations

Advertising agencies procurements require oral presentations to the evaluation team by one or more respondents. The presentation(s) will be scheduled after the evaluation team has scored the technical proposals. The proposed Project

Manager shall make the presentation. If this not possible, an explanation shall be provided in the technical proposal and a member of management staff shall make the presentation. Since any substantive information provided during the presentation and/or question and answer is subject to inclusion in the resulting contract, each presenter shall provide a full script or in-depth outline of the material covered during the presentation. The presenters shall adhere closely to the script/outline and shall conform to the time allotted for each presentation and question and answer.

3.24 Proposal Bond

Each proposal shall be accompanied by a Proposal Bond, in the form of a cashier's check, certified check, or surety bond payable to DHS in the amount of \$10,000.00. If the successful respondent fails to execute a contract within fourteen (14) calendar days after notification of award of contract, the proposal bond will be forfeited to the State. The Proposal Bond shall be returned to the non-selected respondents upon execution of a legal contract and to the selected respondent upon execution of the contract and upon submittal of the Performance Bond, if required

3.25 Performance Bond

The contractor shall furnish a Performance Bond or other form of surety acceptable to DHS in the amount of \$400,000.00 payable to DHS, DMS Issuing Officer within fourteen (14) calendar days after the letter of intent to award the contract is received. The form of bond required to secure the performance shall be the standard form of performance bond such as is usually and customarily written and issued by surety companies licenses and authorized to do business in Arkansas or another form of surety acceptable to the Division/Office. The Performance Bond must be approved by DHS before the contract is executed. If a respondent fails to deliver the required Performance Bond, his proposal shall be rejected and the Proposal Bond shall be enforced. Any further action on the award of the contract or the procurement shall be made solely at the discretion of DHS and in compliance with State purchasing laws.

In the event of a breach of contract on the part of the contractor, DHS may assess reasonable charges against the respondent's Performance Bond. After notification of default, procedures for collection against the contractor's Bond may be instituted for the amount of damages incurred. Actions against this Bond are in addition to any other remedies specified in other portions of this RFP

SECTION 4

PROPOSAL REQUIREMENTS

4.1 General Proposal Requirements

Proposal shall include **one original and three (3) hard copies** of the **Technical Proposal** responsive to the terms of the RFP. In addition, the respondent shall include **three (3)** electronic copies of the **Technical Proposal** (disks) in Microsoft readable format. **Technical Proposal** shall be clearly identified as such on the envelope. **NO INFORMATION RELATIVE TO COST OR PRICING SHALL BE INCLUDED WITH THE TECHNICAL PROPOSAL (hard copies or disks)!**

Proposal shall also include one (1) original **Cost Proposal** in a **SEPARATE SEALED ENVELOPE** and clearly identified as the **Cost Proposal**.

THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT FAILS TO SUBMIT THE TECHNICAL AND COST INFORMATION SEPARATELY, SEALED, AND CLEARLY IDENTIFIED.

The proposals shall be received by the Division/Office by the date and time identified in Section 2.1. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

RFP Section 4.2 provides content requirements for the **Technical Proposal**. **RFP Section 4.3** provides content requirement for the **Cost Proposal**.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED, OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.

Proposals may be hand delivered to:

Rick Spicer
DHS/Division of Medical Services
Donaghey Plaza South, 4th Floor
700 Main Street
Little Rock, AR 72201

OR mailed by United States mail to:

Rick Spicer, Issuing Officer
DHS/Division of Medical Services
PO Box 1437/Slot S416
Little Rock, AR 72203

OR mailed by commercial mail to:

Rick Spicer, Issuing Officer
DHS/Division of Medical Services
112 West 8th Street
Little Rock, AR 72201

4.2 Technical Proposal Requirements

The Technical Proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section 1.4** (Scope of Service) and **Attachment A** (Terms and Conditions), and **Attachment D** (Performance Based Contracting).

The Technical Proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Executive Summary
6. Technical Approach and Solutions to Scope of Service.
7. Respondent's Background, Experience, and Qualifications
8. Project Organization and Staffing
9. Project Management
10. Financial Disclosure
11. Proposal Bond

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal.

RESPONDENTS SHALL SEAL THEIR PROPOSALS AND SHALL NOT INCLUDE ANY KIND OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL. PROPOSALS CONTAINING SUCH
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COST OR PRICE INFORMATION IN THE TECHNICAL PROPOSALS SHALL BE REJECTED AS NON-RESPONSIVE TO THE RFP.

4.2.1 Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the respondent.

4.2.2 Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

4.2.3 Statement of Acknowledgement

The Statement of Acknowledgement (**Attachment B**) must be signed in ink by an individual authorized to legally bind the respondent. The Statement of Acknowledgement contains the following components:

1. Name, address, phone number, FAX number, and tax identification number of the respondent;
2. Indication if the respondent is a state government, local government, for profit agency, or not for profit agency;
3. Indication if the respondent is a minority vendor (Arkansas law defines "minority" as black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander);
4. Indication if the respondent is a corporation, partnership, sole proprietor, or individual;
5. Names and titles of the individuals authorized to contractually obligate the organization, the individual authorized to negotiate the contract and the corporate president, if applicable;
6. Indication if the organization has previously contracted with DHS;
7. Statement by the respondent indicating that neither the respondent's principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) nor any individuals with ownership interest in the entity have been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud;
8. Statement indicating whether or not the organization intends to offer services through a subcontractor (if "Yes", additional information is required);
9. Statement certifying that the completed proposal includes the required number of copies of the proposal in the required format and containing all required information;
10. Statement that neither cost nor pricing data are included in the Technical Proposal;
11. Statement certifying that the respondent has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP without qualification;
12. Statement certifying that the respondent is a **Corporation, Limited Liability Corporation (LLC), or Professional Association (PA)** (If respondent is NOT one of the above, respondent must provide documentation evidencing proof of filing as either a **Corporation, LLC, or PA** with the Arkansas Secretary of State's office.)
(Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4-27-1501 and §4-27-1502.)
13. Statement certifying the respondent does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
14. Statement certifying that the individual signing the Statement of Acknowledgement is authorized to make decisions as to, and responsible for, the prices quoted, that the offer is firm and binding, and that he/she has not participated, and will not participate, in any action contrary to the above conditions;
15. Statement authorizing DHS or its agents to verify the financial information requested in the RFP;
16. Statement certifying that no attempt has been made or will be made by the respondent to persuade any other person or firm to submit or not to submit a response;
17. Statement committing the respondent to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract;

18. Statement identifying all amendments to this RFP issued by the Issuing Officer and received by the respondent or, if no amendments have been received, a statement to that effect;
19. If services are to be provided by subcontractors, a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price.
RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE STATEMENT OF ACKNOWLEDGEMENT.
20. If services are to be provided by subcontractors, statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - The scope of work to be performed by the subcontractor;
 - The subcontractor's willingness to perform the work indicated;
 - The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
21. Statement certifying acceptance of and agreement with the terms and conditions contained within this RFP and that the proposal remains valid through the evaluation, selection, and contract period.

If the respondent believes their proposal contains confidential information or information that would provide an unfair advantage to competitors, the information, justification, and page number and section number must be listed as an attachment to the Statement of Acknowledgement.

If the proposal deviates from the detailed requirements of this RFP in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. The State reserves the right to reject any proposal containing such deviations.

4.2.4 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

4.2.5 Executive Summary

The executive summary should condense and summarize the contents of the Technical Proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal. It should summarize the respondent's technical approach and the enhancements proposed for DHS.

The executive summary should include a cross-reference to the pages in the proposal that address the RFP requirements. The proposal may be rejected as incomplete and failing mandatory requirements if the respondent fails to include the cross-reference.

The executive summary should not exceed three pages. The RFP cross-reference pages are not included in this number.

4.2.6 Technical Approach and Solutions to Scope of Service

The proposal must specify the respondent's plan for meeting the objectives of the contract. The response shall clearly indicate how the requirements will be met, what assurances of success the proposed approach will provide, and what individuals will support the respondent's efforts, both on-site and at other locations.

Service delivery must be provided in accordance with the **Section 1.4** (Scope of Service), and **Attachment D**

(Performance Based Contracting). See **Section 5.2** for the specific criteria to be considered for this RFP

4.2.7 Respondent's Background, Experience, and Qualifications

4.2.7.1 Background

Proposals shall include details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts

4.2.7.2 Experience

Respondents shall submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the respondent;
- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees;

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

4.2.7.3 Qualifications

The respondent should include the following information for itself and each subcontractor:

- An organizational chart displaying the overall business structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers, mail addresses, and e-mail addresses).

The respondent shall also provide at least three case studies of work similar to the requirements of this RFP. Each study shall identify the client, contain a statement about the scope of work and provide information which indicates how the campaign was developed and implemented. The case studies shall also detail how surveys (or other performance indicators) were used to measure the success of each program. The same project may be used for both the projects or contracts referenced in the two prior paragraphs and the case studies requested in

this paragraph.

4.2.8 Project Organization and Staffing

The respondent shall include a section in its proposal that details the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The respondent's proposal shall identify key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP.

4.2.9 Compliance with the State Shared Technical Architectural Program

The respondent solution must comply with the State's Shared Technical Architecture Program which is a set of policies and standards that can be viewed at http://www.dis.arkansas.gov/poli_stan_bestpract/standards.htm.

Only those standards, policies, and best practices which are fully promulgated or have been approved by the Governor's Office apply to this solution.

4.2.10 Project Management

The respondent shall provide details of their intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.

4.2.11 Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three years for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing;
- Balance sheets;
- Statement of income;
- Statements of change in financial position;
- Notes to financial statements;
- Auditor's reports

4.2.12 Proposal Bond

The respondent shall provide a proposal bond in the amount specified in **Section 3.24** in the form of a surety bond or other form of assurance acceptable to the Division/Office made payable to the Department of Human Services.

4.3 Cost Proposal Requirements

Cost Proposal MUST be submitted under separate cover from the Technical Proposal and BOTH MUST be sealed. Any reference to cost included within the Technical Proposal will result in respondent's proposal being rejected.

The Cost Proposal shall contain the items identified below. Failure to include these items may result in rejection of the proposal at the discretion of the Division/Office.

4.3.1 Independent Price Determination

The Cost Proposal shall contain a statement of independent price determination as described in **Section 3.11**.

4.3.2 Price Warranty

By submitting a proposal under this RFP, the respondent warrants their agreement to the pricing methods. Any qualifications, counter proposal, deviations, or challenges related to this may render the proposal void.

4.3.3 Price

The proposed price shall include the services and requirements described in this RFP. The price will include a cost analysis to support the reasonableness of the price. **The price included in the proposal in Attachment E will be the price for the period of the initial award as specified in Section 1.5. On an annualized basis, that price will be applicable for the life of the contract resulting from this RFP (initial contract and any extensions) if extension options are exercised. However, the price will not be used in the evaluation criteria. The item production costs may be useful in helping to determine if the rates are comparable to other respondents and may be used for discussion during the negotiations, if negotiations are necessary.**

The cost proposal should include how much the agency estimates the fixed costs associated with the campaign to be. These would include print materials and fixed rate agency fees. This section of the financial submission should include a very clear list of any and all fixed rate expenses associated with the campaign. This would include, but not limited to, print material production, print material printing, TV and radio commercial production, public relations fees, agency overall fees, logo production, payroll stuffers, posters, newspaper inserts, media kits, speakers bureau kits, informational video production costs, and stationary for news releases and letterhead.

The cost proposal should include the percentage rate the agency charges for placement of broadcast advertising. The unique nature of this project is that the operating money is raised by the agency working with the sponsors. DHS understands there is no set amount of money to base the campaign projections on. The submitting agency should assume that \$1.4 million is the total budget for the purpose of this RFP.

If outside entities want to partner with DHS in the campaign the total dollar value of the campaign will increase and the value of the campaign to the agency will increase. These partnerships might include one time special projects or ongoing efforts.

By subtracting fixed costs and placement fees from the \$1.4 million, DHS will have an understanding of the actual value of each submission. The bottom line is the amount of money available for actual broadcast placement. When all fixed costs, agency fees, and broadcast placement percentage/amounts are subtracted from the \$1.4 million we get a clear picture of which proposal can best maximize our outreach dollar. For RFP submission purposes, be advised that we do not pay agency placement fees on top of money available for placement. It would come out of the broadcast budget. We operate on the assumption that for every broadcast commercial we buy at full price we can “leverage” at least one additional commercial at no cost. If a submission indicates an agency claim that sponsor money can be raised at levels dramatically different from current levels the respondent should clearly outline why the submitting agency thinks this is possible.

Services provided under this contract will be reimbursed based on the following method:
Actual Cost Reimbursement.

Contractor will not receive any other payment.

4.3.4 IRS Form W-9

The respondent shall submit a completed and signed IRS Form W-9.

4.3.5 Vendor Number

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement, DFA, they shall obtain the vendor number before the contract is signed. The respondent shall submit proof of application for the vendor number with the Cost Proposal. Information and necessary forms to obtain a vendor number can be found on the following website:

http://www.arkansas.gov/dfa/procurement/pro_index.html

4.4 Mandatory Requirements

The following are the mandatory requirements for this RFP. Failure to provide the identified information will result in a proposal being rejected.

4.4.1 Technical and cost proposals must be received by time and date specified in **Section 2.1**.

4.4.2 Technical proposal must include one original and the number of hard copies specified in **Section 4.1**.

4.4.3 Technical proposals and the original cost proposal must be submitted separately, sealed, and clearly labeled, as indicated in **Section 4.1**.

4.4.4 Statement of Acknowledgement must be reviewed and signed in ink by individual authorized to legally bind the respondent, as specified in **Section 4.2.3**.

4.4.5 The Technical proposal must include a proposal bond in the amount and form specified in **Section 3.24**.

SECTION 5

EVALUATION AND CONTRACT SELECTION

5.1 Proposal Evaluation Process

The proposals will be evaluated in phases.

5.1.1 Evaluation of Mandatory Requirements

Following the public opening of proposals, the Division/Office shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to or met as set forth in **Section 4.4**. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to waive minor irregularities and to reject any and all proposals.

5.1.2. Evaluation of the Technical Proposals

The second phase is an evaluation of the Technical Proposals. The Division/Office shall appoint an evaluation team of at least three qualified members to evaluate the merit of the proposals. The Division/Office shall ensure that the evaluation team members are properly trained in their responsibilities. Each team member shall use the approved evaluation tools and forms to review and score each proposal. The Division/Office reserves the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

Based on findings by the evaluation team, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State reserves the right to reject any and all proposals.

5.1.2.1 Evaluation of Oral Presentations

During the second phase of the evaluation, the State reserves the right to request clarifications from respondents during oral presentations and demonstrations by the respondents. Respondents shall be prepared to make an oral presentation to the evaluation team and key State staff regarding their proposal.

The State shall forward to respondents before their presentation any specific questions the evaluation team members have about their proposal. The respondent's presenter shall fully answer these questions during the oral presentation.

The person designated in the proposal to become the Project/Account manager shall make the oral presentation. Other proposed project staff or corporate representatives may attend and provide limited input, but the State requires the bulk of the presentation from the proposed Project/Account Manager. During the presentation, State staff will direct any additional questions to the proposed Manager.

Respondents may make product demonstrations during their oral presentations only if the product is integral to their proposal.

The State will not provide any type of equipment for the presentations. Respondents shall provide any equipment needed for their presentations.

Oral presentations shall be time-limited so the respondent shall use his/her time wisely to answer questions and present only information pertinent to the proposal.

5.1.3 Evaluation of the Cost Proposals

The third phase is an evaluation of the Cost Proposal. This evaluation shall determine:

- If the Cost Proposal meets the requirements in **Section 4.3**;
- If the calculations are correct;

The State may reject any Cost Proposal that is incomplete or which contains significant inconsistencies or inaccuracies. The rejection of the Cost Proposal may disqualify the entire proposal from further consideration.

5.1.4 Ranking Proposals

In the fourth phase, for each proposal, the Issuing Officer or designee shall add the points for the Technical Proposal and shall rank the proposals from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any respondent before making a final decision on selection or non-selection of a contractor.

5.2 Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under “Criteria”. The maximum points possible for each criterion are indicated in the column entitled “POSSIBLE POINTS”.

CRITERIA	POSSIBLE POINTS
Technical Approach and Solutions to Scope of Service	350
Respondent’s Background, Experience, and Qualifications	275
Project Organization, Staffing, Management and Understanding	225
Financial Disclosure	50
Oral Presentations	100
SUBTOTAL POINTS FOR TECHNICAL	1000
Respondent’s Cost Proposal for performance of work requested. POINTS FOR COST	0
Total Possible Points	1000

5.3 Contract Award Process

The contract will be awarded to the respondent that provides the most effective solution for the price quoted, not necessarily the one with the lowest cost.

The format for the professional/consultant services contract, as prescribed by Arkansas law, can be found in **Attachment C**.

ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal. Failure to provide this statement will result in rejection of the proposal.

PROFESSIONAL SERVICES CONTRACT

GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

***Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

****Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None

*****Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions: Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Term of the Contract

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed

upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond

the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract

under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a **Contract and Grant Disclosure and Certification Form**. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Chief Counsel Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition,

duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Department of Human Services that the technology provided to the Department of Human Services for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

(address)

Attention: _____
(name of contractor contact person or such other name or address as
may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

(address)

Attention: _____
(name of Department contact person)

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of

\$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and

Attachment B STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION / SOCIAL SECURITY NUMBER:			
<input type="checkbox"/> MINORITY VENDDR	<input type="checkbox"/> STATE AG"CY	<input type="checkbox"/> LOCAL GOV'T	<input type="checkbox"/> FOR PROFIT
<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> CORPORATION, LLC, or PA	<input type="checkbox"/> <u>FILED FOR INCORPORATION,</u> LLC, or PA	

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

NAME:		TITLE:	
-------	--	--------	--

PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

NAME:		TITLE:	
-------	--	--------	--

CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

NAME:		ADDRESS:	
OFFICIAL TITLE:			

Does this proposal contain confidential information? If "Yes", explain on an attachment to this Statement. YES ☐ NO ☐

Have you previously been a provider for the Department of Human Services?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you been terminated from a DHS program or convicted of Medicare / Medicaid fraud?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you intend to offer any services through a subcontractor?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<ul style="list-style-type: none"> • If so, indicate in the space provided the percentages of work that will be done by the primary contractor and the subcontractors? 		
<ul style="list-style-type: none"> • If so, have you attached the required statements from the subcontractors? 		
Have you included the original and copies of the proposal, in the required format and number?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you refrained from including pricing information in the Technical Proposal?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you read and understood, and do you agree to comply with, the requirements of the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that you do not and will not discriminate in employment practices?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Does the person signing certify that he/she is responsible for making decisions for the organization relevant to this RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you authorize DHS to verify financial information requested by the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that no attempt has been made to persuade others to or not to submit proposals?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you commit to adhering to an established accounting systems and financial controls?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you received any amendments to this RFP? YES <input type="checkbox"/> NO <input type="checkbox"/> If "YES", how many?		

CERTIFICATION

By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above certifications are true and accurate, that the proposal remains valid through the evaluation, selection, and contract period, and that the signer accepts and agrees with the terms and conditions contained within this RFP.

SIGNATURE BY OFFICER OF ORGANIZATION
Authorized to Contractually Obligate

TITLE

DATE

**ATTACHMENT C
STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

CONTRACT #		FEDERAL I.D. #	
VENDOR #		MINORITY VENDOR	YES ____ NO ____

1. PROCUREMENT:

Check appropriate box below for the method of procurement for this contract:

ABA Criteria ____ Request for Proposal ____ Competitive Bid ____ Request for Qualifications ____
 Intergovernmental ____ Emergency ____
 Sole Source by Justification ____ (Must be attached). Sole Source by Intent to Award ____
 Sole Source by Law ____ Act or Statute #

2. DATES, PARTIES:

The term of this agreement shall begin on _____ and shall end on _____.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

AGENCY NUMBER/NAME	
AGENCY NUMBER/NAME	

CONTRACTOR NAME	
ADDRESS	

3. CALCULATIONS OF COMPENSATION:

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ _____

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ _____

Total compensation inclusive of expense reimbursement \$ _____

Projected total cost of contract if all available periods of extensions are completed	\$ _____
---	----------

4. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

5. **RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. _____ to this agreement.

6. **OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

7. **PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

8. **ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

9. **CERTIFICATION OF CONTRACTOR**

A. "I, _____ (Contractor) _____ (Title)
certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

10. **DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:**

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations

pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. **NON-APPROPRIATION CLAUSE:**

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have."

12. **TERMS:**

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until _____, in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

13. **AUTHORITY:**

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

14. **AGENCY COORDINATION:**

The Agency Representative coordinating the work of this contractor will be:

(NAME)

(TITLE)

(TELEPHONE #)

Agency agrees to make available advice, counsel, data, and personnel, etc. as described immediately below or in Attachment number _____ to this agreement.

15. **AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.**

16. TYPE OF CONTRACT: PROFESSIONAL ____ CONSULTANT ____

17. SIGNATURES

CONTRACTOR _____ DATE _____

AGENCY DIRECTOR _____ DATE _____

TITLE _____

TITLE _____

ADDRESS

ADDRESS _____

APPROVED: _____ DATE _____
DEPARTMENT OF FINANCE AND ADMINISTRATION

Contractor Point of Contact:

Name _____

Telephone Number

ATTACHMENT D
ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

NOTE: These Performance Based Standards are EXAMPLES ONLY and represent the types of indicators which will be included in the contract.

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contract must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the contractor are:

A. PROGRAM DELIVERABLE

The contractor agrees to produce a statewide media plan acceptable to DHS within the first thirty days of the effective contract date.

PERFORMANCE INDICATORS:

1. Contractor agrees to negotiate with media for added value matching schedules that provide the overall media program with at least one dollar in added value for each dollar invested.
2. Contractor agrees to place TV/radio schedules in high-need areas, as funding is available.
3. Contractor agrees to provide DHS and other sponsors with quarterly post-buy analyses of media performance.
4. Contractor agrees to negotiate for no-cost broadcast production from media in conjunction with added value matching schedule.

ACCEPTABLE PERFORMANCE IS DEFINED AS:

Contractor agrees to develop a twelve-month media plan that is accepted by DHS and the funding sponsors and delivers at least one-for-one matching value overall within the first thirty days of the effective contract date. The contractor agrees that the media campaign progress shall be reported to funding sponsors and DHS on a quarterly basis.

B. PROGRAM DELIVERABLE

The contractor agrees to produce printed materials, website, and broadcast commercials and public relations activities associated with the campaign.

PERFORMANCE INDICATORS:

The contractor agrees to the following:

1. Produce written marketing plan including recommendations for materials to communicate with key audiences.
2. Create concepts and produce print and broadcast materials, subject to DHS approval.
3. Produce and maintain a website for the campaign, subject to approval by DHS and the campaign's coalition.
4. Distributed print materials to appropriate audiences.
5. TV and radio commercials placed in media.

6. Plan for sponsor identification on materials approved by coalition and DHS.

ACCEPTABLE PERFORMANCE IS DEFINED AS:

Print, broadcast and electronic materials acceptable to DMS for campaign delivered based on coalition and DHS-approved deadlines.

C. PROGRAM DELIVERABLE

The contractor agrees to develop public relations activities to supplement media campaigns and increase local participation in each program. The contractor will work with the DHS Division of Volunteerism and other appropriate volunteer organizations to develop strategies for grassroots involvement in the campaign.

PERFORMANCE INDICATORS:

1. Contractor agrees to present a public relations plan for approval by DHS and coalition within 90 days of strategic planning meeting.
2. Contractor agrees to implement local grassroots activities and report them on a quarterly basis.
3. Contractor agrees to distribute news releases as appropriate and approved by DHS and coalition.

ACCEPTABLE PERFORMANCE IS DEFINED AS:

The contractor agrees to implement a public relations plan throughout the year, with local activities conducted each month.

D. PROGRAM DELIVERABLE

The contractor agrees to conduct sponsor relations activity acceptable to DMS that provides underwriters of the campaign with added value for their commitment and maintains program funding.

PERFORMANCE INDICATORS:

Contractor agrees to the following:

1. Identify funding sponsors on commercials and/or print materials in a format agreed upon by funding sponsors and DHS.
2. Provide each sponsor with annual analysis of media performance, program results, sponsor added value and total leveraged value of their commitment.
3. Provide sponsorship proposals and solicit funding from potential new sponsors subject to approval by DHS and the coalition.
4. Work with sponsors to maximize public relations value of the campaign in their media markets based on available funds.

ACCEPTABLE PERFORMANCE IS DEFINED AS:

All current sponsors will be approached for annual commitment and new funding sources will be solicited to underwrite the program for the period ending June 30, 2011.

E. PROGRAM DELIVERABLE

The contractor agrees to develop a marketing strategy acceptable to DMS specifically targeted to women and their families in the East Arkansas Delta within the first thirty days of the effective contract date. This campaign will utilize the Memphis media market to reach the East Arkansas audience through local sponsorships.

PERFORMANCE INDICATORS:

The contractor agrees to the following:

1. Develop media schedules and messages targeted to economically disadvantaged women 18-49 and their families.
2. Present annual marketing plan to East Arkansas Coalition.
3. Produce activity reports for East Arkansas Sponsors on a quarterly basis.
4. Develop and present sponsorship proposals to potential sponsors for East Arkansas Delta region, subject to coalition approval.

ACCEPTABLE PERFORMANCE IS DEFINED AS:

Contractor agrees to develop a marketing plan acceptable to DMS for the Delta region within thirty days of the effective contract date. This plan must be accepted by the East Arkansas Coalition and Central/West Arkansas Coalition, and implemented with available funding.

F. PROGRAM DELIVERABLE

The contractor agrees to manage campaign finances.

PERFORMANCE INDICATORS:

Contractor agrees to:

1. Provide sponsorship information to DHS for budget year.
2. Provide DHS with monthly updates on available funding.
3. Work with sponsors to accommodate billing needs of their institutions.

ACCEPTABLE PERFORMANCE IS DEFINED AS:

Campaign commitments will be solicited that allows continued funding through June 30, 2011.

G. PROGRAM DELIVERABLE

The contractor agrees to provide regular monitoring of the campaign's progress.

PERFORMANCE INDICATORS:

Contractor will submit a written monthly progress report under the same cover as monthly billing. The report must contain the following information and any other information requested by DMS:

1. General activities, meeting, projects, etc., in a format sponsors can use to demonstrate to their organizational management the campaign's progress.

ACCEPTABLE PERFORMANCE IS DEFINED AS:

Contractor agrees to provide a report acceptable to DMS as described above on a monthly basis along with submitted billing.

H. PROGRAM DELIVERABLE

Contractor agrees to an evaluation process.

PERFORMANCE INDICATORS:

1. Contractor agrees to an annual performance review against performance indicators in this contract. The coalition will advise DHS in evaluating the contractor.

ACCEPTABLE PERFORMANCE IS DEFINED AS:

Progress against measurable objectives tracked on an on-going basis with input from the campaign's coalition.

REMEDIES:

Acceptable performance shall be determined at the sole discretion of DMS. One or more of the following remedies will be imposed for unacceptable performance:

1. Contractor will be required to submit a corrective action plan within five working days upon written notification by DHS.
2. Payment may be withheld pending implementation of corrective action.
3. If action is not implemented within an agreed upon timeframe the contract may be terminated.

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced.
3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.

ATTACHMENT E

PRICE SHEET

RESPONDENT: _____

Total budget up to \$1.4 million _____

A. Fixed Costs

Print material production	_____
Print material printing	_____
TV commercial production	_____
Radio commercial production	_____
Public relations fees	_____
Logo production	_____
Payroll stuffers	_____
Posters	_____
Newspaper inserts	_____
Media kits	_____
Speakers bureau kits	_____
Informational video production	_____
Stationary for news releases	_____
Letterhead	_____
Other Fixed Costs	_____
_____	_____
_____	_____

B. Agency fees not included in A.

Total

C. Agency broadcast placement rate and/or amt. _____

D. Total Costs _____

Net Amount for Campaign

(Budget amount minus Total Costs)
